

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2017 - 16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING  
THE CITY MANAGER TO EXECUTE A DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF FAIRFIELD AND CREEGAN + D'ANGELO  
INFRASTRUCTURE ENGINEERS FOR ENGINEERING AND DESIGN SERVICES  
RELATED TO THE NORTH TEXAS STREET WATERLINE REPLACEMENT  
PROJECT**

**WHEREAS**, the City intends to replace the aging pipe sections of water transmission main in North Texas Street from East Travis Boulevard to Air Base Parkway; and

**WHEREAS**, Creegan + D'Angelo Infrastructure Engineers is qualified to perform the engineering and design work; and

**WHEREAS**, the City has selected Creegan + D'Angelo Infrastructure Engineers to provide the design services for project for a not to exceed fee of \$284,600.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement for design services with Creegan + D'Angelo Infrastructure Engineers for North Texas Street Waterline Replacement Project for an amount not to exceed two-hundred eighty-four thousand, six hundred dollars (\$284,600).

Section 2. The Director of Public Works is hereby authorized to implement the above-mentioned agreement and administer a 10% management reserve (\$28,460) for a total not to exceed expenditure authorization of \$313,060.

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**PASSED AND ADOPTED** this 17<sup>th</sup> day of January, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO  
NOES: COUNCILMEMBERS: NONE  
ABSENT: COUNCILMEMBERS: NONE  
ABSTAIN: COUNCILMEMBERS: NONE

Nan, t.Pres

**ATTEST:**

Eric Hagg, Deputy  
CITY CLERK  
pw

**AGREEMENT FOR DESIGN SERVICES**  
**North Texas Waterline Replacement Project**  
**From East Travis Boulevard to Air Base Parkway**

THIS AGREEMENT, made and entered into as of January<sup>30</sup> 17, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and CREEGAN + D'ANGELO, hereinafter referred to as "CONSULTANT."

**RECITALS**

A. CITY desires to contract for certain consulting work necessary for the construction of North Texas Waterline Replacement Project from East Travis Boulevard to Air Base Parkway, and for the purposes of this Agreement shall be called "PROJECT," and,

B. CONSULTANT is willing and qualified to undertake said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

**AGREEMENT**

I. **DUTIES OF CONSULTANT**

The CONSULTANT shall provide professional consulting services required for design and construction of the PROJECT as follows (collectively, "Consultant's Services"):

- A. **Project Coordination**. The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager (Ryan Panganiban) or any other as designated by the City Engineer.
- B. **Project Scope**. The CONSULTANT shall provide the engineering design services in accordance with the Scope of Work attached hereto as Exhibit "A".

- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.
- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Provide for all necessary environmental clearances.
- D. Reproduce and distribute bid documents, advertise the project for bidding purposes, maintain a plan holders list, and distribute addenda.
- E. Provide construction management services as required.
- F. Provide construction inspection and red-lined drawings from which CONSULTANT shall prepare "Record Drawings".
- G. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's

Services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.

- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.
- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a

- person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.
  - H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
  - I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

#### IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):
  - 1. For those services described in Section I. compensation shall be on a time and material basis with a maximum fee not to exceed TWO HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED DOLLARS (\$284,600).
- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as

part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "B." No extra work will be compensated for unless required by CITY in writing.

C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "B" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant's Services shall be completed by December 31, 2018.

VI. PROJECT MANAGER

CONSULTANT designates Kenneth R. Swenson as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.

C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT. Said compensation will be determined in accordance with Section IV. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any

property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

## IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
- B. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars

(\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

C. Automobile Liability Insurance.

CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

D. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

E. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible

mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

A. Legal Action.

1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.
- B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.
- C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.
- D. Time. Time is of the essence in the performance of this Agreement.
- E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- F. Notices
- Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and

addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

ATTN: Ryan Panganiban  
City of Fairfield  
Public Works Department  
1000 Webster Street  
Fairfield, CA 94533

To CONSULTANT:

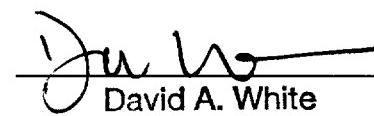
ATTN: Kenneth R. Swenson  
Creegan + D'Angelo  
2420 Martin Road, Suite 380  
Fairfield, CA 94534

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
January 30, 2017.

CITY OF FAIRFIELD  
a municipal corporation (CITY)

  
\_\_\_\_\_  
David A. White      *ken*  
City Manager

By Kenneth R. Devine Sr. VP.  
Creegan + D'Angelo  
2420 Martin Road, Suite 380  
Fairfield, CA 94534

**EXHIBIT "A"**  
Scope of Work

## CREEGAN + D'ANGELO

### EXHIBIT "A" SCOPE OF WORK

#### PROJECT APPROACH

##### 1.0 Statement of Approach

Creegan + D'Angelo (C+D) will provide engineering services to assist the client in the preparation of Construction Documents and with Construction Assistance Support for replacing the existing aging water distribution pipelines (12", 16" and 18") along North Texas Street in the City of Fairfield. Listed below are specific items of work anticipated to be required, upon which our fee is based.

##### 2.0 Assumptions

2.1 The following items will be included in our Scope of Work:

- a) Construction documents and engineering assistance during construction to replace the existing water distribution pipelines beneath North Texas Street starting at the middle of the intersection at East Travis Boulevard and ending at the southerly on-ramp to Air Base Parkway, replace non-compliant curb ramps at intersections and grind and overlay northbound and southbound North Texas Street asphalt pavement.
- b) Provide engineering assistance for encroachment permit from the Department of Water Resources for the North Texas Street water line replacement project.

2.2 We anticipate the project will be bid and awarded as one project.

2.3 C+D will obtain the services of a surveyor and aerial mapping firm to perform a survey for the North Texas Street pipeline replacement work, concentrating on locating the visible surface features of existing utilities and curb returns along the route that will require replacement. Dips for gravity pipes along the alignments will also be recorded. C+D will use the 2014 Solano County rectified aerial photos as backgrounds in the construction documents for the striping and pavement marking replacement. It is anticipated that this supplemental field effort will be completed within four to six calendar weeks. The utility pothole locations will be surveyed as separate service/field trip (allows up to two days of survey field time).

2.4 It is anticipated that all utility replacements will be completed using open cut trench construction at all locations, including over the existing Department of Water Resources North Bay Aqueduct (NBA) north of the intersection of North Texas Street with East Tabor Avenue. Open trench work could have time restrictions for construction on North Texas Street because of the many businesses along this alignment and the plans will include notes about possibility of night work being required.

- 2.5 Portions of the water line replacement along North Texas Street may encounter soil contaminated with hydrocarbons from past leaking underground storage tanks from current or former business. Contaminated soils are not expected at this time. However, our experience with previous utility replacements along North Texas Street has encountered contaminated soils during trenching. The nature and quantity of the contaminated soil can vary from something that can be quickly assessed in the field during construction, to an effort that requires laboratory analysis and preparation of a plan for handling the contaminated material. It is not practical at this time to provide an estimated level of effort to address contaminated soil issues, if any occur. However, we have included design fees to provide a limited initial screening for contamination along this alignment to screen for potential hot spots. The screening includes laboratory analysis for a maximum of 7 soil and groundwater samples collected during the geotechnical investigation study for this scope of work. The samples will be analyzed for the presence of gas, motor oil or diesel hydrocarbon fractions.
- 2.6 A geotechnical soils study for North Texas Street is included as part of this scope of work. The study will include laboratory analysis for the physical soil properties used in design of the pipeline at nine locations where the pipelines will be replaced. In addition, two locations will have R-values determined for pavement replacement along North Texas Street between East Travis Boulevard and Air Base Parkway.
- 2.7 C+D's sub-consultant will pothole up to thirty (30) selected utility crossings along North Texas Street to determine the existing vertical and horizontal location of existing critical pipeline crossings or close parallel utilities. The pothole sub-consultant will implement standard lane closures to perform the potholes and we assume there will be no encroachment permit fees charged by the City for this work. Potholes will be 1'x1' holes in asphalt pavement and will be backfilled with class 2 AB and pavement will be patched with hot mix asphalt concrete. The hole locations will be surveyed by our sub-consultant surveyor after all potholes are completed. Sewer, storm drain, natural gas, electrical, telephone and water services will be located using visible survey evidence (i.e. meters, utility boxes, etc.) and utility owner record drawings.
- 2.8 Construction staking is excluded from this Scope of Work and will be by the Contractor.
- 2.9 We assume no new easements or right-of-way are required for this project. However, an encroachment through State of California Department of Water Resources is required for crossing the North Bay Aqueduct on North Texas Street. C+D will assist the City with completing the encroachment permit application and processing with DWR staff. City shall pay all application fees. C+D's sub-consultant will pothole the DWR's Northbay Aqueduct (NBA) and NBA fiber optic control lines within DWRs existing easement in vicinity of the replacement waterline crossing.
- 2.10 The project will not require any Army Corps or Fish and Game Permitting, or other environmental mitigations.

- 2.11 We believe that the project does not qualify for coverage under Storm Water Pollution Prevention Plan (SWPPP) or qualify for coverage under the 2015 Municipal Separate Sewer and Storm water Systems (MS4) Permit. Therefore, C+D does not include preparation of a construction SWPPP or design of Low Impact Development Best Management Practices (LID BMPs) within the scope of this proposal. If the City or the Regional Water Quality Control Board determines that a SWPPP or LID BMPs are required for construction, preparation of a SWPPP and design of LID BMPs can be added for additional fee or SWPPP preparation will be by the Contractor.

## BASIC SERVICES

C+D will provide the following basic services based on the project approach and assumptions outlined above for the North Texas Street project:

### 3.0 Task 1: Construction Documents

Under this phase, C+D will provide the following:

- 3.1 Attend preliminary, design and construction phase meetings (up to eight one hour meetings are allowed for). Also attend up to two (2) public outreach meetings.
- 3.2 C+D will meet with the City of Fairfield engineering staff to discuss operational considerations, staff requirements, system preferences, and to coordinate the design of the project (up to two-two hour meetings are allowed for).
- 3.3 Prepare construction plans in conformance with the City of Fairfield Standard Specifications and Details, 2015. Project plans shall include the following: a cover sheet with a vicinity map of the four areas; plan and profile sheets, including supplemental topographic survey information overlaid on the City provided aerial photos; erosion control plans; and detail sheets. The plans will include showing areas of curb and gutter replacement based on project field walk where damaged curb and gutter is present (budget allows for documenting for replacement up to 300 feet of gutter replacement). Damaged detector loops will shown to be replaced on the construction plans per current City of Fairfield Standards or City Traffic Engineer requirements.
- 3.4 Identify the applicable Standard Details (yellow section) and Specific Provisions (green section).
- 3.5 Prepare the Special Provisions, including technical specifications, to be incorporated into a standard City Bid Package.
- 3.6 Provide six (6) sets of the plans, specifications, and estimate (PS&E) to the City for review at approximately 65% and 95% completion.
- 3.7 Revise the PS&E as per City comments. Submit City comments on the 65% completion when submitting the 95% completion, for verification that all required revisions were made on the 65% completion.

- 3.8 C+D will prepare detailed construction cost estimates at the 65% and 95% completion points of Construction Document phase, including any agreed upon allowances and/or alternates.
- 3.9 Provide "Final" Project Plans to the City on reproducible mylar. Final plans will be signed and sealed by the appropriate design professional in accordance with California State Law. The "Final" plans will have a signature block for the City Engineer's signature. C+D understands the City will reproduce the construction documents for bidding purposes.
- 3.10 C+D will submit a disk with the "Final" Project Special Provisions in an acceptable format.
- 3.11 C+D will coordinate with other utilities, agencies, and local, state, and federal entities, as required, to facilitate design efforts and to assist City in securing all necessary permits.
- 3.12 Coordinate design with various local, state and federal agencies and with private utility owners.
- 3.13 C+D will prepare detailed plans and specifications. Publicly awarded contractor will construct projects.

#### **4.0 Task 2: Construction Assistance**

Under this phase C+D will provide the following for North Texas Street project:

- 4.1 Provide engineering consultation during the bidding and construction phase of the project.
- 4.2 C+D will also review and respond to requests for information (RFI's) and review proposed field alterations and prepare/make recommendations.
- 4.3 C+D will review and evaluate all shop drawings and material submittals from the contractor for compliance with the design concepts.
- 4.4 C+D will review laboratory, shop, and mill test reports on materials and equipment.
- 4.5 C+D will observe and assist in performance tests and initial operations of the project.
- 4.6 C+D will make a final punch list inspection list and report on the completion of the project during construction.
- 4.7 Prepare "Record Drawings" from the City's Public Works Inspector's notes and the Contractor's red lined plans in accordance with current City Standards.

## ADDITIONAL SERVICES

The following services are additional services. These services are available to the Client as a negotiated addition to the base contract or under a time and materials basis in accordance with the attached Exhibit "B" Fee Schedule:

1. Extra meetings beyond those specified in the Basic Services.
2. Any planning studies or design outside the Limits of Work described in this proposal.
3. Design of curb, gutter, driveway and sidewalk replacements over 300 lineal feet.
4. Traffic signal & pedestrian pedestal modifications (excluding damaged loop replacement design).
5. Specialty consultants.
6. Construction design or construction staking services.
7. Legal descriptions and plats.
8. Technical memorandums summarizing engineering calculations.
9. Negotiation of easements or quit claims.
10. Landscaping, irrigation, or lighting design.
11. Environmental permitting assistance and application preparation.
12. Other tasks requested by Client.

## CLIENT RESPONSIBILITIES

The Client will acquire and provide the following:

1. Disposal of contaminated soil if found during soil exploration.
2. Traffic signal modifications if required (except traffic loop replacement design).
3. Landscaping design services, if required.
4. Payment of any agency fees, if required.
5. Toxic waste investigations and mitigations beyond the limited scope included in this scope of work, if required.
6. Environmental reports, if required.

## SCHEDULE

For this North Texas Street project we anticipate starting the topography, geotechnical work and preliminary design starting at the beginning of February 2017 based on a City design contract award at the January 17, 2017 council meeting. We anticipate the project bidding in February 2018 and construction starting in May of 2018 and ending by December 2018.

## FEE REQUEST

C+D will provide the Basic Services shown in Exhibit "A" for a time and materials (T/M) not to exceed fee as follows:

Geotechnical Investigation.....	\$ 27,600
Topographic Surveying.....	\$39,000
Utility Potholes (up to 30 locations) .....	\$51,500
Department of Water Resources Permitting Assistance .....	\$5,500
Construction Documents .....	\$ 128,100
Construction Assistance .....	\$ 32,900
<b>TOTAL.....</b>	<b>\$ 284,600</b>

- Expenses included in time and materials not to exceed pricing in accordance with the attached Exhibit "B" Fee Schedule.

**EXHIBIT "B"**  
Fee Schedule

## CREEGAN + D'ANGELO

### EXHIBIT "B" FEE SCHEDULE

#### Engineering Services

Principal Engineer .....	\$ 225.00	per hour
Senior Project Manager .....	\$ 205.00	per hour
Project Manager .....	\$ 190.00	per hour
Senior Engineer .....	\$ 175.00	per hour
Associate Engineer .....	\$ 155.00	per hour
Staff Engineer .....	\$ 135.00	per hour
Civil Designer .....	\$ 135.00	per hour
CADD Technician .....	\$ 120.00	per hour
Administrative Assistant .....	\$ 70.00	per hour

#### Surveying Services

2-Man Survey Party .....	\$ 270.00	per hour
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#### Other Services thru 6/1/2017

Court Appearances and Depositions (8 hour minimum) ....	\$ 425.00	per hour
Court Preparation .....		applicable hourly rates
Consultants and Other Outside Costs .....		Cost + 15%
Vehicle Transportation .....		Federal Rate + 15%
In-house Computer Services .....	\$ 30.00	per hour
Travel Time .....		applicable hourly rates

#### Miscellaneous Provisions

Payment is due upon presentation of invoice and is past due 30 days from the date of invoice.

**This Fee Schedule is effective from June 1, 2016. These rates are subject to adjustment annually.**

### EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

**Please complete the following:** (To be complete by the department)

Department: _____	Date of Contract: _____
Authorized by Res. No.: _____	Contract Expiration Date: _____
Person Reviewing EDD Requirements: _____	Phone: _____

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

\*\*\*\*\*

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

**BOX 1**

NAME AND ADDRESS	
FULL NAME	Creegan + D'Angelo
ADDRESS	2420 Martin Road, Suite 380
CITY, STATE, ZIP	Fairfield, CA 94534

AND

**BOX 2**

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-2188590
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD**

AMENDMENT NO. 1

TO THE AGREEMENT WITH CREEGAN + D'ANGELO FOR DESIGN SERVICES FOR  
THE NORTH TEXAS WATERLINE REPLACEMENT PROJECT FROM EAST TRAVIS  
BOULEVARD TO AIR BASE PARKWAY

This AMENDMENT No. 1 (hereinafter "AMENDMENT") to the Agreement between the City of Fairfield and CREEGAN + D'ANGELO for the design services for the North Texas Waterline Replacement Project from East Travis Boulevard to Air Base Parkway, dated January 30, 2017, by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter "CITY"), and CREEGAN + D'ANGELO. (hereinafter "CONSULTANT").

WITNESSETH

WHEREAS, on January 30, 2017, the parties entered into an AGREEMENT for Consulting Services for the design services for the North Texas Waterline Replacement Project from East Travis Boulevard to Air Base Parkway (PROJECT), and

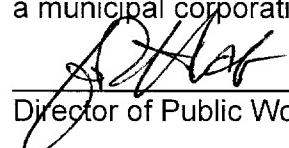
WHEREAS, CONSULTANT has agreed to modifications to the AGREEMENT to include additional work scope items.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Section I, DUTIES OF CONSULTANT, Section B, PROJECT SCOPE of the AGREEMENT, shall be amended to include Exhibit "A1" to this Amendment.
2. Section IV) COMPENSATION OF CONSULTANT of the AGREEMENT, Section A., shall be amended as follows:
  1. For those services described in Section I., compensation shall be on a time and material basis with the maximum fee not to exceed TWO-HUNDRED NINETY-EIGHT THOUSAND, EIGHT-HUNDRED SIXTY DOLLARS (\$298,860).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 10th day of October, 2017.

CITY OF FAIRFIELD  
a municipal corporation (CITY)

  
Director of Public Works

CONSULTANT

By   
CREEGAN + D'ANGELO



**Creegan+D'Angelo**

INFRASTRUCTURE  
ENGINEERS

ENGINEERING YOUR SUCCESS

August 29, 2017  
617001/018

Mr. Ryan Panganiban  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Subject: **Proposed Amendment #1 – N. Texas Street Waterline Replacement Project (existing PO 21346) For Additional Geotechnical/Environmental Work Scope**

Dear Mr. Panganiban:

Creegan + D'Angelo hereby requests a fee increase to cover additional Geotechnical/Environmental Scope of Work that was not included in Wallace Kuhl and Associate's(WKA) original proposal to C+D. As we have discussed the City has increased the scope of work to include one extra geotechnical boring and one extra bore hole test of environmental soil and groundwater due to the increased potential for hydrocarbon contamination based on our current research using Geotracker. Also since the work hours within the roadway will be limited to 9AM to 3PM the field work will now take two days instead of the one long day that was included in WKA's original proposal. Also all soil cuttings will now need to be placed in 55 gallon steel drums and delivered for storage at the Dickson Hill Reservoir site instead of being lost along the roadside or back in the bore hole. Furthermore WKA is now including two borings in the middle double left turn lane which will require a separate subcontractor to core drill through the old US Hwy 40 concrete pavement that is believed to be present just below the asphalt concrete paving again that was not included in their original proposal.

We hereby request a T&M NTE fee increase of **\$14,260** be added to our existing agreement for the Additional Geotechnical and Environmental Testing work and this includes C+D's 15% markup.

With City approval, this fee increase will add to our current T&M NTE agreement amount of **\$284,600** making a new T&M NTE fee of **\$298,860**.

Please give me a call if you have any questions.

Sincerely,  
Creegan + D'Angelo

Kenneth R. Swenson, P.E.  
Sr. Vice President, Engineering Manager  
Enclosure